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19  
20           **IN THE UNITED STATES DISTRICT COURT**  
21  
22           **FOR THE DISTRICT OF ARIZONA**

23           **IN RE LIFELOCK, INC., MARKETING**  
24           **AND SALES PRACTICES LITIGATION**

25           **MDL Docket Civ. No. 2:08-md-01977**  
26           **ALL CASES**

27  
28           **DECLARATION OF BYRL LANE**

(Assigned to Honorable Mary Murguia)

1 STATE OF ARIZONA )  
2 COUNTY OF MARICOPA ) ss.  
3  
4

I, Byrl Lane, pursuant to 28 U.S.C §1746, on oath, depose and state as follows:

1 5. My name is Byrl Lane. I am a settlement class representative in the case  
2 captioned *In re LifeLock, Inc. Marketing and Sales Practice Litigation*, MDL Docket  
3 No. 08-1977-MHM-PHX, United States District Court, District of Arizona. I am also a  
4 licensed attorney in the State of Arizona.

5 6. The Court appointed me as a Settlement Class Representatives on April  
7 16, 2010.

8 7. As a Settlement Class Representative, I understand that I represent all  
9 LifeLock subscribers who did not opt out of the settlement.

10 8. Prior to the submission of the settlement to this Court, I reviewed the  
11 settlement agreement between LifeLock and the other plaintiffs that was presented to  
12 the Court on March 26, 2010.

13 9. I believed and continue to believe that the settlement is fair, reasonable  
14 and adequate, and signed the settlement on March 25, 2010.

15 10. The injunctive relief prohibiting LifeLock from requiring members to  
16 arbitrate disputes is beneficial to myself and the settlement class because we should be  
17 able to file claims in a traditional court if we so chose. We should not be forced to  
18 participate in the arbitration process because it can be expensive and difficult, especially  
19 for small claims, and would likely require members to hire an attorney. I would not  
20 object to arbitration being an option, rather than a requirement.

21 11. Similarly, the injunctive relief prohibiting LifeLock from prohibiting  
22 members to participate in class actions is beneficial to the settlement class because it  
23 allows us to file claims against LifeLock even though our individual claims are so small  
24 that it would be too costly to pursue individually.

1        8. After this lawsuit was filed, LifeLock completely changed its business  
2 practices. The changes in LifeLock's business practices addressed many of the  
3 concerns alleged in the complaint, such as false advertising and misrepresentations  
4 regarding LifeLock's service guarantee. I am happy with the changes LifeLock made  
5 and believe that they are in the best interest of its members.

6        9. I have reviewed the objections filed by Objectors Daniels, Pentz and the  
7 Klingses. I believe each objection is without merit. The benefits to the class are  
8 significant. Most notably, LifeLock quit doing the things that gave rise to the  
9 complaint. The fact that a government agency also reached a settlement with LifeLock  
10 ignores the fact that our suit was a catalyst for that settlement. It also ignores the  
11 significant changes made by LifeLock to remedy the exact allegations in the complaint.  
12 As such, I believe that the settlement is fair, reasonable, and adequate.

14 Dated this 30th day of July, 2010.

  
Byrl Lane